



Arizona Department of Environmental Quality
REQUEST FOR QUOTATION (RFQ)

RFQ Number: EV07-0202

Automated Canister Sampler

Quotation Due Date: May 17, 2007 at 3:00 PM Local Arizona Time
Quotations may be submitted by facsimile. Facsimile No.: (602) 771-4439

SUPPLIER NOTICE
THIS IS NOT A PURCHASE ORDER

In accordance with ARS Title 41, Chapter 23, AAC R2-7-D302, quotations for the materials or services specified will be received by the Arizona Department of Environmental Quality, at the below specified location, until the time and date cited above. The Scope of Work and Terms and Conditions of this document should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, F.O.B. Destination, in accordance with the Price Sheet. Offers may be faxed to (602) 771-4439.

Offers may also be mailed or delivered to the address below. Offers must be in the actual possession of the Arizona Department of Environmental Quality on or prior to the time and date cited above, and at the location indicated below. **Late offers shall not be considered.** Offerors shall deliver or mail their Offer in a sealed envelope or package with the RFQ number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Any additional instructions for preparing an offer are included in this RFQ.

Arizona Department of Environmental Quality
Contracts and Procurement Unit
1110 West Washington Street, Mail Code: 6415A-4
Phoenix, AZ 85007-2935

The Arizona Department of Environmental Quality is an equal employment opportunity agency

The Arizona Department of Environmental Quality (ADEQ) is soliciting quotations to establish a firm fixed price contract to purchase.

- 1.) 2 each, Eight Port Automated Canister Sampler with Printer Port and Canister Pressurization Option, ATEC Model 8001 *or equal*
- 2.) 2 each, Independent Channel with Separate Mass Flow Controller for ATEC Model 8001 *or equal*

Any questions pertaining to this RFQ shall be directed to Daniel D. Pinkstaff, Senior Procurement Specialist, at pinkstaff.daniel@azdeq.gov or call 602-771-4762.

THIS SECTION MUST BE COMPLETED BY SUPPLIER

Small Business and Minority/Woman Owned Enterprise Certification (MBE/WBE)

In Accordance With A.R.S. § 41-2535, This Procurement Is Restricted To Small Businesses. A "small business" is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year.

Small business certification: Supplier is ___ / is not ___ a small business.

Minority/Woman Owned Enterprise Certification (MBE/WBE): Supplier is ___ / is not ___ a Minority Business Enterprise and ___ / is not ___ a Woman Owned Business.

Arizona Transaction (Sales) Privilege

Tax License No.: _____

Sales Tax Percentage Rate: _____ %

Federal Employer Identification No.: _____

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Company Name _____

Address _____

City _____

State _____

Zip Code _____

For clarification of this RFQ:

Name: _____

Phone: _____

Fax: _____

Signature of Person Authorized to Sign Offer _____

Printed Name _____

Title _____



RFQ EV07-0202 SCOPE OF WORK

1. Background: The Arizona Department of Environmental Quality (ADEQ) seeks to purchase:
2 each, Eight Port Automated Canister Sampler with Printer Port and Canister Pressurization Option, ATEC Model 8001 *or equal*
2 each, Independent Channel with Separate Mass Flow Controller for ATEC Model 8001 *or equal*
2. Minimum Requirements:
 - 2.1 Two (2) each - Eight Port Automated Canister Sampler with Printer Port and Canister Pressurization Option, ATEC Model 8001 *or equal*
 - 2.1.1 Instrument must be equipped with a minimum of 8 canister sampling ports.
 - 2.1.2 Instrument must be equipped with printer port.
 - 2.1.3 Instrument must be equipped with a minimum of one independent channel with separate mass flow controller.
 - 2.1.4 Instrument must have the ability for each canister channel can be programmed to sample on a specific date and for a specified duration.
 - 2.1.5 Instrument must have onscreen display of canister flow rate and pressure.
 - 2.1.6 Instrument must have a microprocessor control and VGA TFT color touch screen
 - 2.1.7 Instrument must have on-screen access to Time/date, Set-up, Schedules, Data, Leak Check, etc.
 - 2.1.8 Instrument must have the ability to allow the operator to open a canister channel, leak check a channel, monitor the flow rate, monitor one of the canister pressures and as an option, manually operate the pressurization pump.
 - 2.1.9 Instrument must store the following parameters in electronic format (each channel) sampling date, start time, stop time, average flow rate, minimum flow rate, maximum flow rate, pressure and flow rate vs. time, starting and ending pressures for canisters, sampling time duration, and error status. Data transfer laptop, PC, or downloading to a jump drive through the USB port. Data must be able to be logged at a minimum of 5 minute intervals.
 - 2.1.10 Instrument must have inline stainless steel filter for canister flow lines.
 - 2.1.11 Instrument must have independent mass flow controllers to allow control of sampler flow rate for each channel. Flow controllers must perform auto zero prior to sampling.
 - 2.1.12 Instrument must include diaphragm pump to draw air through the instrument with following specification: rated for continuous duty, ability to maintain a maximum vacuum level of 24 in Hg (using two MFCs at 1 lpm), includes an optional pressurization pump with control valve and pressure gauge is used for pressurized canister sampling.
 - 2.1.13 Instrument must have the ability through software to calculate the canister sampling flow rate based on sample duration, canister volume, and final desired pressure.
 - 2.1.14 Instrument must be able to end sample within 2 psi of ambient pressure or 15 psi above ambient for pressurized sampling.
 - 2.2 Two (2) each - Independent Channel with Separate Mass Flow Controller for ATEC Model 8001 *or equal*

Offerors may quote: 2 each, Eight Port Automated Canister Sampler with Printer Port and Canister Pressurization Option, ATEC Model 8001 *or equal*, 2 each, Independent Channel with Separate Mass Flow Controller for ATEC Model 8001 *or equal* (See Special Instructions to Offerors, Section 4.)
 - 2.3 Required delivery shall be June 30, 2007 or before.
3. Descriptive Literature: Offeror shall submit descriptive literature with the quotation with sufficient detailed information to allow for product review. Failure to do so may cause the quotation to be rejected.



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SCOPE OF WORK**

4. Warranty:
 - 4.1 Two Year Warranty: The equipment shall be covered with a minimum two-year warranty which shall cover all parts and labor.
 - 4.2 Extended Warranty: If available, the Offeror shall provide the option of an extended warranty over and above the initial two-year warranty. The price for the extended warranty shall be included on the Price Sheet. If an extended warranty is purchased, it shall cover all parts and labor.
5. Contractor Responsibilities:
 - 5.1 Configuration Technical Assistance: Offeror shall identify in their quote all accessories, components or other items necessary for a complete and operational installation, including electrical requirements.
 - 5.2 Operating and Maintenance Manuals: The Contractor shall furnish a complete, detailed guide for maintenance and operation of the new equipment purchased. It shall include an index covering equipment and options. Manuals shall contain manufacturer's printed data and shall be sufficiently broad to serve operating staff as a permanent set of instructions, which they can rely upon to understand the general theory and concept of the system and assist them in making operating maintenance adjustments. Manuals shall be provided at no additional cost to ADEQ.
 - 5.3 Technical Assistance: Contractor shall provide on-call technical assistance during normal business hours of 8:00 a.m. to 3:00 p.m. Local Arizona Time, (may be telephonic). Technical assistance shall be provided within eight business hours from the time it is requested. This service shall be provided to ADEQ during the initial and extended warranty periods at no additional cost.

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SPECIAL INSTRUCTIONS TO OFFERORS
SPECIAL TERMS AND CONDITIONS

1. Documents Incorporated by Reference: The State of Arizona Uniform Instructions to Offerors (Rev 7.1) (SPO form 201) and Uniform Terms and Conditions (Version 7) are incorporated into this RFQ as if fully set forth herein. ADEQ encourages Offerors to obtain these documents. Offerors may obtain copies by any of the following means:
 - 1.1 Visit the Arizona State Procurement Office (SPO) web site at: <http://www.azeps.az.gov> (procurement documents);
 - 1.2 Fax a request to ADEQ Procurement, Solicitation Coordinator at (602) 771-4439;
 - 1.3 Mail a request to ADEQ Procurement, Solicitation Coordinator 1110 W. Washington St. Phoenix, Arizona, 85007; or
 - 1.4 Pick up a copy at ADEQ Procurement, 1110 W Washington St. Phoenix, Arizona, 85007.
2. Contract Type: Firm fixed price.
3. Pricing: Pricing shall be submitted on an all inclusive basis and shall contain labor rates, labor benefits, payroll burden, insurance, Workman's compensation, fees, all taxes, profit, overhead and all other related cost factors to include delivery and set up. All prices must be shown on Attachment 1 Price Sheet, which must be completed and returned with the offer. ADEQ will not reimburse any item other than the all inclusive price(s) contained in Attachment 1 Price Sheet.
4. Brand Name or Equal: An offer which proposes a like quality, design or performance will be considered. Offeror shall give a complete detailed description of the "*or Equal*" product including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified in the Solicitation. The brand name is ATEC, .
5. Delivery: Delivery shall be made inside, FOB Destination to ADEQ, Attn: Receiving Section, 1110 W. Washington Street, Phoenix, Arizona 85007. The Contractor shall retain title and control of all goods until they are delivered, set up and in proper operating order. Equipment shall be off-loaded by the shipper at the designated shipping point. All risk of transportation, set up, demonstration and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor.
6. Submission Requirements: Offeror shall submit the following in response to this RFQ:
 - 6.1 A completed and signed page one;
 - 6.2 Attachment 1, Price Sheet - must be completed in its entirety;
 - 6.3 Attach complete descriptive literature (if offering "*or equal*").
7. Evaluation Criteria: The contract shall be awarded to the lowest responsible and responsive Offeror whose offer conforms in all material respects to the requirements and criteria set forth in the Request for Quotation. Offers shall be evaluated and contract awarded on an "All or None" basis.
8. Solicitation Amendment: Receipt of an amendment must be acknowledged by signing and returning the document, with an original signature, to the Department, when submitting an offer or prior to RFQ due date and time.
9. Billing: The contractor shall submit all invoices to ADEQ, Attn: Accounts Payable Unit, 1110 West Washington Street, Phoenix, Arizona 85007-2935. Invoices shall identify the quantity and type of the commodity/service provided. In addition, the invoice shall include the date of services, contract number and purchase order number.
10. Exceptions: Exceptions submitted with an Offeror's proposal shall be considered null, void and without force and shall not be considered.
11. Changes: ADEQ reserves the right to add or delete materials and make other changes within the general specifications as may be deemed necessary to best serve the interests of the state. In the event that additional services are needed, they shall be documented by formal amendment to the contract.



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12. Federal Immigration and Nationality Act: The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, cancellation of the contract and suspension and/or debarment of the contractor.
13. Performance: ADEQ expects the selected contractor to be available immediately after award.
14. Disadvantaged Business Requirements: The U.S. Environmental Protection Agency mandates Contracts funded by federal money include requirements relating to Minority Business Enterprises (MBE), Women owned Business Enterprises (WBE) and Small Business Enterprises (SBE). The Contractor shall comply with these terms after Contract award. The ethnic and gender composition of an Offeror's firm, as well as that of any proposed Subcontractor(s), shall not be considered in the evaluation process.
15. Subcontractor: Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to ADEQ for its approval prior to Contractor entering into same. Upon termination of any subcontract, ADEQ shall be notified within one business day.

Each subcontract to which ADEQ has consented shall contain a provision that further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the ADEQ.

16. Lobbying: Contractor shall not engage in lobbying activities, as defined in 40 CFR pt. 34 and ARS 41-1231 et. seq., using monies awarded under a contract. Upon award of contract, contractor shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under a contract shall not be used for lobbying. All proposed subcontractors shall be subject to the same lobbying provisions stated above. Contractor must include anti-lobbying provisions in all contracts with subcontractors.
17. Subcontractors: Offerors who intend to subcontract any portion of the contract must identify the proposed subcontractor in their offer.
18. Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
19. Non-Availability of Funds:
Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
20. Inclusive Offeror:
Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so



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by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

21. Questions: All questions regarding this RFQ shall be directed to Daniel D. Pinkstaff, Senior Procurement Specialist, at pinkstaff.daniel@azdeq.gov.



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ATTACHMENT 1
PRICING SHEET

Offeror: _____

Offeror proposes to furnish all items as stated in the Scope of Work and in strict conformity with this Request for Quotation for the following all inclusive prices.

| ITEM | DESCRIPTION | QTY | Unit Price | Amount |
|------|-----------------------------------------------------------------------------------------------------------------------------|--------|-------------------------|---------------------|
| 1. | Eight Port Automated Canister Sampler with Printer Port and Canister Pressurization Option, ATEC Model 8001 <i>or equal</i> | 2 each | \$ _____ | \$ _____ |
| 1.1 | Proposed <i>or Equal</i> Manufacturer _____ Model Number _____ | 2 each | \$ _____ | \$ _____ |
| 1.2 | Does the Proposed <i>or Equal</i> meet or exceed specifications listed in the Scope of Work YES ____ NO ____ | | | |
| 1.3 | Extended two year warranty (if available) Includes parts and labor | 2 each | \$ _____ | \$ _____ |
| 2. | Independent Channel with Separate Mass Flow Controller for ATEC Model 8001 <i>or equal</i> | 2 each | \$ _____ | \$ _____ |
| 2.1 | Proposed <i>or Equal</i> Manufacturer _____ Model Number _____ | 2 each | \$ _____ | \$ _____ |
| 2.2 | Does the Proposed <i>or Equal</i> meet or exceed specifications listed in the Scope of Work YES ____ NO ____ | | | |
| 2.3 | Extended two year warranty (if available) Includes parts and labor | 2 each | \$ _____ | \$ _____ |
| 3. | Delivery shall be by June 30, 2007 YES ____ NO ____ | | | |
| | | | Subtotal | \$ _____ |
| | | | Tax Rate _____ % | Tax \$ _____ |
| | | | Grand Total | \$ _____ |